

This Opinion is Not a  
Precedent of the TTAB

Mailed: March 29, 2021

UNITED STATES PATENT AND TRADEMARK OFFICE

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Trademark Trial and Appeal Board  
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*In re Consolidated Credit Counseling Services, Inc.*  
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Serial No. 88396820  
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James David Johnson of Johnson & Martin, P.A. for Consolidated Credit  
Counseling Services, Inc.

Tina Brown, Trademark Examining Attorney, Law Office 118,  
Michael W. Baird, Managing Attorney.

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Before Wolfson, Lynch, and Larkin,  
Administrative Trademark Judges.

Opinion by Wolfson, Administrative Trademark Judge:

Consolidated Credit Counseling Services, Inc. (“Applicant”) seeks registration on  
the Principal Register of the mark CONSOLIDATED CREDIT (in standard  
characters) for

Providing financial information to others, namely,  
information concerning how to budget, save, and plan for  
college, having children, marriage, divorce, disasters,  
medical emergencies, aging parents, retirement, and other  
life events; providing financial retirement planning  
information to others; providing financial saving and  
investing advice to others; providing financial information

for service members in the military, namely, advice and strategies for financial savings before, during, and after deployment and information concerning affordable housing options; providing financial information for veterans, namely, information and advice concerning finding benefits available to veterans, tax advice, and college programs for veterans; housing counseling services, namely, providing information relating to how to budget, save, and plan for home ownership and real property acquisition. in International Class 36; and

Housing counseling services, namely, homebuyer education in the nature of classes, workshops, seminars, training, and interactive online courses and materials for use with the foregoing including videos, printed materials, pamphlets, books, booklets, newsletters, and websites, all of the foregoing related to finding a home to purchase and making a purchase offer for a home, in International Class 41.<sup>1</sup>

The Examining Attorney refused registration under Section 2(e)(1) of the Trademark Act, 15 U.S.C. §1052(e)(1), on the ground that CONSOLIDATED CREDIT is merely descriptive of Applicant's financial information services, housing counseling, and homebuyer education services. After the Examining Attorney issued a final descriptiveness refusal, Applicant filed a Request for Reconsideration, which was denied. The appeal then proceeded, and has been briefed. For the reasons set forth below, we affirm the refusal to register.

## **I. Applicable Law**

A mark is “merely descriptive” within the meaning of Trademark Act Section 2(e)(1) “if it immediately conveys information concerning a feature, quality,

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<sup>1</sup> Application Serial No. 88396820 was filed April 22, 2019, under Section 1(a) of the Trademark Act, 15 U.S.C. § 1051(a), based on Applicant's alleged use of the mark in commerce since at least as early as July 31, 2007.

or characteristic of the goods or services for which registration is sought.” *In re N.C. Lottery*, 866 F.3d 1363, 123 USPQ2d 1707, 1709 (Fed. Cir. 2017) (citing *In re Bayer A.G.*, 488 F.3d 960, 82 USPQ2d 1828, 1831 (Fed. Cir. 2007)); *In re Yarnell Ice Cream, LLC*, 2019 USPQ2d 265039, 5 (TTAB 2019). “A mark need not recite each feature of the relevant goods or services in detail to be descriptive, it need only describe a single feature or attribute.” *In re Chamber of Commerce of the U.S.*, 675 F.3d 1297, 102 USPQ2d 1217, 1219 (Fed. Cir. 2012) (citation and internal quotation omitted). See also *In re Oppedahl & Larson LLP*, 373 F.3d 1171, 71 USPQ2d 1370, 1371 (Fed. Cir. 2004) (“A mark may be merely descriptive even if it does not describe the ‘full scope and extent’ of the applicant’s goods or services.”) (citing *In re Dial-A-Mattress Operating Corp.*, 240 F.3d 1341, 57 USPQ2d 1807, 1812 (Fed. Cir. 2001)).

Whether the proposed mark is merely descriptive is evaluated “in relation to the particular goods [or services] for which registration is sought, the context in which it is being used, and the possible significance that the term would have to the average purchaser of the goods because of the manner of its use or intended use,” *In re Chamber of Commerce*, 102 USPQ2d at 1219 (quoting *In re Bayer*, 82 USPQ2d at 1831), and “not in the abstract or on the basis of guesswork.” *In re Fat Boys Water Sports LLC*, 118 USPQ2d 1511, 1513 (citing *In re Abcor Dev. Corp.*, 588 F.2d 811, 200 USPQ 215, 218 (CCPA 1978)). Thus, we ask “not whether someone presented with only the mark could guess what the goods or services are. Rather, the question is whether someone who knows what the goods and services are will understand the mark to convey information about them.” *DuoProSS Meditech Corp. v. Inviro Med.*

*Devices, Ltd.*, 695 F.3d 1247, 103 USPQ2d 1753, 1757 (Fed. Cir. 2012) (citation and internal quotation omitted). That a term has different meanings in different contexts is not controlling. *In re Omniome, Inc.*, 2020 USPQ2d 3222, \*10 (TTAB 2020).

Our determination as to whether CONSOLIDATED CREDIT is merely descriptive is based on an analysis of the proposed mark as a whole. *DuoProSS Meditech*, 103 USPQ2d at 1756 (“When determining whether a mark is merely descriptive, the Board must consider the commercial impression of a mark as a whole.”). On the other hand, we may consider the significance of each element separately in the course of evaluating the mark as a whole. *DuoProSS Meditech*, 103 USPQ2d at 1757 (noting that “[t]he Board to be sure, can ascertain the meaning and weight of each of the components that makes up the mark.”). Because the mark CONSOLIDATED CREDIT consists of two words, we may examine each word for its significance, provided our final analysis is grounded on an evaluation of the mark as a whole. If we find that each component “retains its merely descriptive significance in relation to the goods or services, the combination results in a composite that is itself merely descriptive.” *In re Phoseon Tech., Inc.*, 103 USPQ2d 1822, 1823 (TTAB 2012).

## **II. Evidence and Arguments**

### **A. The Examining Attorney’s Evidence and Arguments**

The Examining Attorney relies on the following Merriam-Webster Dictionary definitions of the proposed mark’s constituent terms:

- CONSOLIDATED - “joined together in a coherent, compact or unified whole”

- CREDIT - “the provision of money, goods, or services with the expectation of future payment.”<sup>2</sup>

In addition, the Examining Attorney relies on excerpts from the Internet to show that “consolidated credit” and “consolidated debt,” which is commonly used to describe consolidated credit card debt, are interchangeable. For example:

- BadCredit.org posts an article stating that “credit consolidation is also referred to as debt consolidation” and invites readers to read the reviews of the “top credit consolidation firms” that are listed in the article. It explains that both credit and debt consolidation are “ways to describe the process of paying off debts with a new debt.”<sup>3</sup>
- ConsumerCredit.com advises: “Consolidated credit, debt consolidation, debt management . . . . Sometimes these terms have different meanings, but other times they’re used interchangeably.” The website continues: “Often consolidated credit means getting a loan to pay off your bills. [People] use these loans to consolidate credit card debt and other kinds of bills so that they can make only one monthly payment. . . . Consolidated credit and debt management work together when you use a consolidated debt program that does not incur more debt.”<sup>4</sup>
- CreditAssociates.com also uses “debt consolidation” and “consolidated credit” interchangeably:<sup>5</sup>

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<sup>2</sup> At <https://www.merriam-webster.com>, attached to June 30, 2019 Office Action, TSDR 16-18.

Citations to the briefs refer to TTABVUE, the Board’s online docketing system. *See Turdin v. Trilobite, Ltd.*, 109 USPQ2d 1473, 1476 n.6 (TTAB 2014). Specifically, the number preceding “TTABVUE” corresponds to the docket entry number, and any number(s) following “TTABVUE” refer to the page number(s) of the docket entry where the cited materials appear. Citations to the examination record refer to the entries in the USPTO Trademark Status and Document Retrieval system (TSDR), by document, date and page number

<sup>3</sup> At <https://www.badcredit.org>, attached to August 24, 2020 Denial of Request for Reconsideration, TSDR 251-252, 254, and 261.

<sup>4</sup> At <https://www.consumercredit.com/consolidated-credit>, *Id.*, TSDR 266-67.

<sup>5</sup> At <https://www.creditassociates.com/what-is-debt-consolidation/>, *Id.*, TSDR 275 (emphasis added).

## How does debt consolidation work

Debt consolidation is a program designed to help you manage the debt you've accrued. Through consolidating your loans and establishing a new payment plan, you can find yourself debt-free within the next few years.

To begin the process of **consolidated credit**, you'll need to contact a credit counselor. Speaking with a qualified debt relief counselor can help determine which program for debt relief would benefit you the best and help you answer "is debt consolidation good for you." During your first meeting, you will cover the many aspects of your financial status and learn how you can improve your situation.

The Examining Attorney further relies on two third-party uses of the phrase CONSOLIDATED CREDIT. National Debt Relief uses the phrase to identify companies that assist persons in coming up with a financial plan to settle and pay off outstanding debts:<sup>6</sup>

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<sup>6</sup> At <https://www.nationaldebtrelief.com/consolidated-credit/>, *Id.*, TSDR 268-69 (emphasis added by the Examining Attorney).



Get Relief From Credit Card Debt  
Medical Bills and Unsecured Loans

APPLY NOW    PROVEN RESULTS    DEBT RELIEF    CREDIT CARD DEBT REL

LOGIN

## Consolidated Credit



Are you neck deep in debt and looking for a way out? Have you been getting phones calls and threatening mails regularly as creditors harass you to pay off your debt? Are you tired of the sleepless nights that come with having a lot of obligations that you cannot meet?

If you have been searching the Internet for information about **consolidated credit** companies, the chances of you being in debt trouble (or at least someone you'd like to help) is very high.

Statistics show that by the 2nd quarter of 2012, the average US household has more than \$15,500 worth of debt – and that is on credit cards alone. This is not as high as the previous years thanks to the recovering economy of the US. However, it is still a huge amount to be burdened with. This figure does not even include mortgage and student loans. That goes to show just how everyone is riddled in debt, one way or the other.

## Benefits of Enlisting Help for **Consolidated Credit**

If you are having trouble keeping up with your debts, you need to enlist the help of a

Discover.com employs the phrase to describe a new loan or transfer credit card that one obtains in order to consolidate one's bills (i.e., debt):<sup>7</sup>

<sup>7</sup> At <https://www.discover.com/credit-cards/resources/how-to-consolidate-bills>, *Id.*, TSDR 279 (emphasis added by the Examining Attorney).

# How to Consolidate Bills

## MANAGING DEBT

CREDIT RESOURCE CENTER > MANAGING CREDIT > MANAGING DEBT > HOW TO CONSOLIDATE BILLS

If you've amassed a bit of debt in different places, it can make sense to look at consolidating your debt. There are a few reasons to do this: First, it's simpler and easier to make one payment per month instead of several. Second, often you can get a better promotional interest rate on your **consolidated credit** than you have on your various existing strands of debt.

There are two main ways to consolidate bills — by using a consolidation loan or credit cards.

Further reliance is placed on Applicant's website, wherein Applicant offers debt consolidation services at its website, [www.consolidatedcredit.org](http://www.consolidatedcredit.org). For example, Applicant provides financial information concerning how to budget, save, and plan for college, how to save for retirement, and how to reduce debt payments for members of the military.

For students, Applicant offers information regarding "consolidated debt" and "consolidated credit card debt":<sup>8</sup>

Another solution is to **consolidate** your student loans. This works like credit card debt consolidation, just for a different type of debt. All of your federal loans are rolled into one payment that much lower than what you're paying in total with all of the separate payments.

### Do you still get a benefit for paying off **consolidated** debt?



Yes! Whether you're talking about **consolidated** credit card debt or student loan debt, you always get a benefit when you pay off your debts in-full on a payment schedule that your creditors and lenders sign off on.

For retirees:<sup>9</sup>

<sup>8</sup> August 24, 2020 Denial of Request for Reconsideration, TSDR 17 (emphasis added).

<sup>9</sup> *Id.*, TSDR 28 (emphasis added by the Examining Attorney).

## Step 2: Find solutions to reduce your debt payments

Once you start taking advantage of the free money your employer offers for retirement, it's time to focus on paying off debt. Your main goal should be to reduce your monthly debt payments, which will free up more money for saving. There are several debt solutions that provide lower monthly payments:

Solution	Type of Debt	Benefit
<b>Debt consolidation loan</b>	Any unsecured debt, including credit cards, personal loans, student loans, and even federal and state back taxes	By lowering the APR applied to these debts, you can get out of debt faster, even though you usually pay less each month. Choosing a longer term for the consolidation loan will give you the lowest payments possible.
<b>Debt management program</b>	Credit cards, personal loans, some medical bills, may be able to include some payday loans	On average, a DMP lowers people's total credit card payments by 30-50%
<b>Hardship-based federal student loan repayment plans</b>	Federal student loans	These plans based monthly payments on your Adjusted Gross Income (AGI) and family size. Payments are generally reduced to 10-20% of your AGI or less.

For service members and veterans: <sup>10</sup>

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<sup>10</sup> *Id.*, TSDR 47-50 (emphasis added by the Examining Attorney).

# Military Debt Consolidation

Specialized solutions for Service Members, veterans, and their families.



Debt consolidation isn't unique to military Service Members and veterans – consolidation for military members works in much the same way that it does for regular consumers. You still combine your debts into one low simplified monthly payment at the lowest interest rate possible so you can eliminate debt quickly and efficiently.

However, there are special options and considerations for Service Members and veterans who need to consolidate debt. It's important to understand these nuances so you can find the best solution for your needs and take advantage of options that civilians may not have so you can regain control and start to get ahead as soon as possible.

## Tip No. 1: Consolidate before you deploy

Trying to make arrangements after you've already deployed will only make it more challenging at a time when you don't need the distractions. So you should consolidate your debt prior to deployment as you get your finances in order so they can be managed easily while you focus on the mission.

Keep in mind that the right debt consolidation option typically reduces your monthly payment amount, as well as simplifying your payment schedule to just one bill for all debts you consolidated. So consolidating makes it easier to manage payments AND makes your debts more affordable so you're less likely to fall behind.

Officers and enlisted members can authorize payment for personal loans, which would include a debt consolidation loan. By consolidating your debt, you make it easier to manage during deployment because you can set one discretionary allotment to cover the loan payments on the consolidated debt.

Applicant owns prior registrations for marks containing the term “CONSOLIDATED CREDIT,” copies of which were attached to the January 21, 2020, Office Action at TSDR 56-68. The Examining Attorney argues that the registrations are strong evidence that the term is merely descriptive of Applicant’s financial services in International Class 36. 29 TTABVUE 11. The marks are registered on the Supplemental Register or on the Principal Register under Trademark Act Section 2(f) based on acquired distinctiveness, and “Consolidated Credit” is disclaimed in one of the Principal Register registrations:

1. U.S. Reg. No. 3111610, CONSOLIDATED CREDIT COUNSELING SERVICES (standard characters) for “Consultation and financial counseling services in the field of credit and debt management” in International Class 36. Registered on the Principal Register 2(f) with a disclaimer of “CREDIT COUNSELING SERVICES”;
2. U.S. Reg. No. 4310777, CONSOLIDATED CREDIT SOLUTIONS (standard characters) for “Consultation and financial counseling services in the field of credit and debt management; debt counseling services; credit counseling services; debt management services; housing counseling services, namely, services related to home and mortgage-related debt management; housing counseling services related to home owners experiencing financial difficulties” in International Class 36. Registered on the Supplemental Register;
3. U.S. Reg. No. 4872717, CONSOLIDATED CREDIT (stylized and design) for “Consultation and financial counseling services in the field of credit and debt management; debt counseling services; credit counseling services; debt management services; housing counseling services, namely, foreclosure prevention counseling, mortgage payment assistance counseling, reverse mortgage counseling, pre-purchase homebuyer counseling, and counseling to others experiencing mortgage payment difficulties” in International Class 36. Registered on the Principal Register with a disclaimer of “CONSOLIDATED CREDIT”; and
4. U.S. Reg. No. 4876684, CONSOLIDATED CREDIT (standard characters) for “Consultation and financial counseling services in the field of credit and debt management; debt counseling services; credit counseling services; debt management services; housing counseling services, namely, foreclosure prevention counseling, mortgage payment assistance counseling, reverse mortgage counseling, pre-purchase homebuyer counseling, and counseling to others experiencing mortgage payment difficulties” in International Class 36. Registered on the Principal Register 2(f) with a disclaimer of “CREDIT.”

Based on this evidence, the Examining Attorney argues that each of the individual terms in the proposed mark retains its dictionary meaning in the composite CONSOLIDATED CREDIT, such that the entire phrase is nothing more than the

sum of its constituent parts. Specifically, the Examining Attorney argues that consumers will immediately view CONSOLIDATED CREDIT as referring to “credit or amounts of money that are joined together with the expectation of future payment.” 29 TTABVUE 5. Continuing, she argues that “Applicant’s information and education services all focus on the benefits of consolidating credit as a tool to improve one’s personal financial situation” and that Applicant’s mark “immediately identifies a financial tool the Applicant promotes as a solution to various credit and debt issues.” Examining Attorney’s Brief, 29 TTABVUE 5, 9.

**B. Applicant’s Evidence and Arguments**

Applicant relies on copies of 34 third-party registrations to show that the Board regularly finds marks that “did not describe the characteristic or nature of the goods or services, but rather, suggested what goods and services were used in association with the mark.” 27 TTABVUE 10-11. None of the marks are for financial or counseling services except Reg. No. 0691815 for CITIBANK for “banking services” and Reg. No. 4040057 for VERICHECK for “financial transaction verification services.” The remainder are for unrelated goods or services, such as foodstuffs and clothing.<sup>11</sup>

Applicant further relies on pages from its website offering “homebuyer education and counseling” to assist potential homebuyers in “navigat[ing] through the home buying process.” Request for Reconsideration, TSDR 61. The webpages include course

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<sup>11</sup> The registrations were filed with Applicant’s July 21, 2020 Request for Reconsideration, TSDR 8-60. Reg. No. 0691815 for CITIBANK is at TSDR 24; Reg. No. 4040057 for VERICHECK is at TSDR 17.

modules in topics such as “how to make an offer on a home,” “basic understanding of mortgages,” and “avoiding predatory lending practices.” *Id.*, TSDR 62-65. There is no mention of consolidation of debt or credit in these pages.

Applicant agrees that the terms “debt consolidation” and “consolidated debt” are terms that “have meaning in connection with certain financial services.” Reply Brief, 30 TTABVUE 3. However, Applicant argues that “credit is not consolidated and the term ‘consolidated credit’ has no meaning at all” and that the third parties using CONSOLIDATED CREDIT are “infringers of Applicant’s Mark.” *Id.* Even if “consolidated credit” were an identifiable service, Applicant reasons, “[n]one of Applicant’s identified services describe credit consolidation services (which do not exist as explained above) and/or debt consolidation services. Instead, Applicant provides financial strategies and information regarding housing and major life events for individuals.” *Id.* Accordingly, Applicant concludes its mark is suggestive:

While CONSOLIDATED CREDIT may be descriptive for “consolidated credit” services (which, once again, is a term without meaning used by the Examiner in connection with a service that does not exist) and debt consolidation, it is suggestive when used in connection with financial strategies and information regarding housing and major life events for individuals. Because the Mark requires imagination, thought, and perception to arrive at the qualities or characteristics of the services, the Mark must be considered suggestive.

30 TTABVUE 4.

With regard to Applicant’s prior registrations, Applicant argues that the Board should disregard the registrations because “the services described in Applicant’s prior

registrations are different than those identified in the current application.” 30  
TTABVUE 3-4.

### III. Analysis

In considering the evidence, we find the dictionary definitions of the component words inadequate, standing alone, to show that the mark as a whole is merely descriptive, as they fail to demonstrate that relevant consumers are likely to immediately understand “credit” as capable of being “consolidated.” However, we agree with the Examining Attorney that the phrase “consolidated debt” is commonly used to describe methods of combining a person’s outstanding obligations into a single, consolidated payment. Further, the excerpts from the Internet show that “consolidated credit” and “consolidated debt” are used interchangeably and that third parties use the phrase “consolidated credit” for similar descriptive purposes.

Thus, CONSOLIDATED CREDIT, without requiring thought or imagination, immediately identifies a characteristic of Applicant’s financial information and housing counseling services, namely, that as part of assisting others in budgeting, saving, and planning for life events, including home ownership, Applicant provides advice on how to consolidate credit.

Applicant’s prior registrations are consistent with this conclusion. Three of them include Class 36 housing counseling services identical to those in the subject application and were either registered on the Supplemental Register (Reg. No. 4310777 for the mark CONSOLIDATED CREDIT SOLUTIONS); registered with a disclaimer of “Consolidated Credit” (Reg. No. 4872717 for the mark CONSOLIDATED CREDIT and design); or registered under Section 2(f) with a

disclaimer of “Credit” (Reg. No. 4876684 for the mark CONSOLIDATED CREDIT). At least with respect to these services, prior examining attorneys have concluded that the phrase is merely descriptive of housing counseling services. Of course, we make our own findings of fact case-by-case, and may not abrogate that duty by adopting the conclusions reached by prior examining attorneys. *In re Nett Designs, Inc.*, 236 F.3d 1339, 57 USPQ2d 1564, 1566 (Fed. Cir. 2001) (“Even if some prior registrations had some characteristics similar to Nett Designs’ application, the PTO’s allowance of such prior registrations does not bind the Board or this court.”). Nonetheless, Applicant’s prior registrations are of some probative value as they are for similar marks and services.

On the other hand, the third-party registrations adduced by Applicant are of little probative value. The only two arguably relevant marks are for “banking services” and “verification services,” neither of which are the same as those identified in the application. The marks, CITIBANK and VERICHECK, are entirely different from Applicant’s mark and have no bearing on the alleged descriptiveness of CONSOLIDATED CREDIT. *See In re Miller Int’l Co.*, 312 F.2d 819, 136 USPQ 445, 447 (CCPA 1963) (refusal to register mark as merely descriptive reversed; “as we have had occasion to observe many times in the past, prior decisions in trademark cases are of little help in deciding cases involving different marks and different facts. Each case must be decided on its own facts and issues”) (citation omitted).

“In addition to considering the applied-for mark in relation to the goods or services for which registration is sought, the proper test for descriptiveness also

considers the context in which the mark is used and the significance that the mark is likely to have on the average purchaser encountering the goods or services in the marketplace.” *In re Leonhardt*, 109 USPQ2d 2091, 2092 (TTAB 2008). Because Applicant’s services are directed to adults interested in improving their financial situation or purchasing a home, the average consumer is an ordinary consumer. We disagree with Applicant that none of its identified services describe credit consolidation services. We also assign little weight to Applicant’s unsupported statement that the third-party users of “consolidated credit” are infringing Applicant’s rights in its mark.

The third-party website evidence shows that consumers have become accustomed to seeing the phrases “consolidated credit” and “consolidated debt” used interchangeably, and will immediately perceive the phrase “consolidated credit” as referring to financial information and homebuyer education services that include debt consolidation techniques to use in planning for life events, retirement planning, saving and investing or purchasing a home.

We therefore find that the proposed mark CONSOLIDATED CREDIT is merely descriptive of Applicant’s identified services.

**Decision:** The refusal of Applicant’s mark under Section 2(e)(1) is affirmed.